

REQUEST FOR OFFER (THIS IS NOT AN ORDER)		SET ASIDE <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT		TYPE: SMALL BUSINESS		PAGE 1		OF PAGES 30	
1. REQUEST NO. DTRTAC-11-Q-00101		2. DATE ISSUED 04/21/2011		3 REQUISITION/PURCHASE REQUEST NO. RITA 11-00101		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1		RATING ➔	
5a. ISSUED BY FEDERAL AVIATION ADMINISTRATION P.O. BOX 25082 ATTN: AMQ-310 OKLAHOMA CITY OK 73169						6. DELIVERY Period of Performance: 1 year from date of award			
5B. FOR INFORMATION CALL (NO COLLECT CALLS)						7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (SEE SCHEDULE)			
NAME Terry J. Wilson Email: terry.wilson@faa.gov FAX: (405) 954-9468			TELEPHONE NUMBER AREA CODE 405		NUMBER 954-7834		9. DESTINATION		
8. TO BE COMPLETED BY OFFEROR:						a. NAME OF CONSIGNEE			
a. NAME			b. COMPANY			b. STREET ADDRESS			
c. STREET ADDRESS						c. CITY			
d. CITY			e. STATE		f. ZIP CODE		d. STATE		e. ZIP CODE
10. PLEASE FURNISH PROPOSAL TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) 05/05/2011 3:00 p.m. CST			IMPORTANT: If you are unable to respond, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this offer or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by offeror. Any representations and/or certifications attached to this Request for Offer must be completed by the offeror.						
11. SCHEDULE (Include applicable Federal, State and local taxes)									
ITEM NO.	SUPPLIES/SERVICES (b)				QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
0001	IT/E-Learning Support Services in accordance with the attached Statement of Work (Pages 2-6) Estimated Number of Hours: 1920 hours Request Firm Fixed Price:				1	Job			
0002	Travel Expenses to be reimbursed in accordance with Federal Travel Regulations – Govt Estimate Not-to-Exceed \$2929.00.								
12. DISCOUNT FOR PROMPT PAYMENT OFFERED			a. 10 CALENDAR DAYS (%)		b. 20 CALENDAR DAYS (%)		c. 30 CALENDAR DAYS (%)		d. CALENDAR DAYS
									NUMBER PERCENTAGE
NOTE: Additional provisions and representations <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached.									
13. NAME AND ADDRESS OF OFFEROR					14. SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER		15. DATE OF OFFER		
a. NAME OF OFFEROR									
b. STREET ADDRESS					16. SIGNER				
c. COUNTY					a. NAME (Type or print)			b. TELEPHONE	
								AREA CODE	
d. CITY			e. STATE		f. ZIP CODE		c. TITLE (Type or print)		
							NUMBER		

STATEMENT OF WORK

C.1 BACKGROUND

The Traffic Safety Division (TSD) was established in direct support of the National Highway Traffic Safety Administration's (NHTSA) mission to provide economical, timely, state-of-the-art training and educational opportunities to the highway safety community. The Division, housed within Research Innovation Technologies Administration's (RITA) Transportation Safety Institute (TSI), serves as the primary training unit for NHTSA's professional development program. The TSD develops and delivers highway safety training programs for local, state, and federal highway professionals to include occupant protection, law enforcement, impaired driving, emergency medical services, and comprehensive traffic safety program management training. Operations also include three levels of training for NHTSA's National Automotive Sampling System field personnel in support of crash research.

C.1.2 OBJECTIVE

The TSI/TSD intends to award this contract for one year not to exceed 1,920 hours. In order to support its efforts in providing state-of-the-art training and educational opportunities to the highway safety community, TSI requires a qualified contractor to provide expert IT and e-learning services to support the TSD courseware design, development, and course delivery.

C.1.3 PERSONNEL SUPERVISION

Personnel Supervision: This contract was not formed as nor is it to be administered or performed as a personal services contract. Accordingly, the contractor shall designate appropriate and sufficient supervisory personnel to meet task outcomes. Contract supervisors will provide day-to-day supervision of all contract personnel including, but not limited to, work assignments and performance monitoring, payroll records, leave approval and monitoring, etc. At no time will contractor personnel be supervised by TSI managers or other TSI personnel. The TSI will provide, as needed by the contractor and its employees, limited assistance in the form of technical and policy guidance through the assigned COTR.

C.2 DEFINITIONS

- Subject Matter Expert (SME) – experts in a field of study as it relates to the traffic safety industry, such as NHTSA policy and guidance.
- Division Manager: Federal TSI employee/on-site Mike Monroney Aeronautical Center (MMAC)
- Program Analyst: Federal TSI employee/COTR for this contract/on-site MMAC
- Course Manager: Federal TSI employee/on-site MMAC/also SME in many areas
- Contracting Officer Technical Representative (COTR): Has designated authority to administer specific aspects of a contract as they have been through COTR training

C.3.0 DESCRIPTION AND SCOPE OF WORK

The primary responsibility for this contractor position is to serve as an Information Technology (IT) Specialist as well as an E-Learning Specialist. As the IT Specialist, the contractor is recognized as a computer expert on a variety of automated data processing projects. All IT functions should be fully coordinated with the TSI IT Tech Support personnel and comply with all current/established DOT and RITA policies and procedures. As the E-Learning Specialist, the contractor will provide the necessary tool to delivery training to end users via web-based educational models and corresponding software tools and collaborate with other e-learning activities around the Transportation Safety Institute. The contractor will develop this tool with the aide of TSI/TSD Course Managers and Subject Matter Experts.

Tasks include all or several of the following:

Task 1: Serves as troubleshooter to resolve problems caused by system failure situations. Isolates causes of problems that may disrupt the interaction between system hardware, system software, and applications software (e.g., computer viruses). Ensures system and user documentation reflect all maintenance and enhancement changes. Researches systems for maintenance and enhancements to ensure a familiarization level knowledge is acquired.

Task 2: Analyzes subject-matter processes or problems and performs fact-finding to establish the feasibility of new or modified computer applications. Prepares recommendations to TSI management to include costs and benefits of alternative approaches.

Task 3: Translates application system designs into plans of instructions and logic by which computers produce the desired actions or products. Performs problem determination and resolution (frequently requiring hands-on and/or dedicated computer hardware usage) in areas beyond the expertise of applications development and operations personnel. Works in an advisory capacity with all levels of management and personnel to ensure that software meets user and system requirements. Recommends use of the latest or most advanced computer equipment combinations, techniques, routines, and systems.

Task 4: Design and develop both distance and in-class Web-based training programs and courses, including all course materials, exercises, and skills evaluations.

Task 5: Collaborate with Division Manager and Course Managers to assess e-learning subject matter and training needs.

Task 6: Develop and coordinate a training curriculum for end users of all levels, as dictated by organizational goals and objectives.

Task 7: Coordinate and maintain the Division's e-learning internet or Web site by posting and updating course materials, grades, and/or other information.

Task 8: Collaborate with TSI technical support to ensure the Division's e-learning internet or Web site tie to the TSI infrastructure, Learning Management System, web, etc. and that all links are compatible.

Task 9: Oversee the conceptualization, development, and layout of the appropriate technical infrastructure required to deliver digital, video, etc. e-learning content to its audience.

Task 10: Collaborate with internet developers or Web developers to create interactive multimedia training applications and learning programs.

Task 11: Create, administer, analyze, and report on end-user progress; recommend and integrate training improvement strategies based on findings.

Task 12: Establish and maintain a relational database to track training participants' status and results and/or collaborate with TSI technical support to ensure the Traffic Safety Division's requirements are met through TSI's Learning Management System.

Task 13: With collaboration from Course Managers, review training materials and documentation and keep them up to date.

C.4.0 RESPONSIBILITIES

The contractor will be responsible for the prompt and accurate completion of each task identified in 3.0 and all subparagraphs therein.

C.5.0 DELIVERABLES

The contractor shall provide all deliverables to the COTR. The generic deliverables have been identified in 3.0, but may vary somewhat depending on the specific program/task being revised/developed. Deliverables will be inspected and accepted in accordance with the contract guidelines.

5.1 Revision and development as performed by the contractor shall conform to all applicable contemporary professional standards relevant to the performance of revision and development tasks. Courses as revised by the contractor shall adequately, completely and accurately incorporate all relevant policies, regulations and laws as they may apply to the course subject.

5.2 Contractor will develop monthly work plans, based on tasks provided by the COTR and collaborate to ensure priorities, process, and schedules meet TSD requirements. The monthly reports will also, in addition to looking forward to the next month, recap work performed and costs for the previous month.

5.3 The deliverable timeline for tasks listed in 3.0 are as follows:

Task(s)	Timeline	Note
1	Immediately upon award of purchase order	On-going throughout year on as-needed basis
2	Due 30 days from date of award	
3-13	Initiate 30 days from date of award	May possibly include multiple curricula at once

C.6.0 QUALIFICATIONS OF REVISION/DEVELOPMENT SPECIALIST

6.1 Two years (minimum) of background is required in the use applications systems analysis and design techniques in order to carry out feasibility studies and analyses for information systems plans and programs.

6.2 Two years (minimum) of extensive experience in systems design and programming techniques and languages (Adobe Connect, Adobe Flash, Adobe Captivate version 5, Adobe Presenter, PhotoShop, video editing, etc.). Adobe Suites is desired.

6.3 Two years (minimum) of extensive experience of computer hardware; fundamentals of computer operation; microcomputers, including specifications critical to purchasing decisions; disk storage systems; and system troubleshooting and diagnostics.

6.4 Two years (minimum) of extensive experience of computer technology and mastery of the capabilities and limitations of advanced computer equipment, equipment combinations, and advanced data communications techniques, hardware (PC), and systems (primarily using Microsoft Operating Systems and Microsoft Office 2003/2007).

6.5 Associate's Degree (required), Bachelor's Degree (preferred) in the field of computer science, instructional design, and/or educational technology.

6.6 Direct, recent (past two years) experience with e-learning development, curriculum design, training methodologies, and on-line education.

6.7 Two years (minimum) of extensive experience with building and maintaining courseware and participant databases.

6.8 One year (minimum) experience with adult learning principles and course design techniques, as well as the ability to identify and fulfill adult student needs.

C.7.0 GOVERNMENT FURNISHED RESOURCES

7.1 TSI will provide all traffic safety and related materials for courses, including student text, instructor presentation materials, other necessary training supplies, and suitable classroom. Any materials other than provided by TSI, must be approved by the COTR.

7.2 TSI will provide a classroom, training equipment, and etc. for course revision/development, as necessary.

7.3 All travel costs will be the responsibility of the contractor and will be reimbursed by the Government in accordance with this contract. Travel includes airline tickets at the lowest rate available and lodging/M&IE/etc. per the Federal Travel Regulations. Travel time is not included in this contract and will not be reimbursed. Contractors are not eligible for the government airfare rates. The traveler is required to confirm class schedule and make airline reservations at the earliest possible time so as to receive the lowest rate available. In the event of a cancellation, the contractor will be reimbursed for the airfare to be used towards another trip for TSI training.

7.4 TSI will provide adequate office space, supplies, and computer (on-site at TSI).

C.8.0 ADMINISTRATIVE CONSIDERATIONS

8.1 *Points of Contact-Technical*

The Traffic Safety Division will provide the Contracting Officer's Technical Representative (COTR)/point of contact for this contract via separate correspondence with the CO. However, collaboration with, but not limited to, the Division Manager and Course Managers through the COTR may be necessary. The purpose for the collaboration is to provide information on class schedules, technical information and any other technical/administrative matters as may arise, not to provide direction or supervision to contractor personnel.

8.2 *Place of Performance*

The Traffic Safety Division will provide office space, and requires this position be located at the Mike Monroney Aeronautical Center (MMAC) in Oklahoma City. Development/curriculum revision groups may also be conducted at various locations across the United States and will require the contractor to be in travel status.

8.3 *Hours of Work*

The contractor is authorized to work between the hours of 7:45 a.m. and 4:15 p.m. not exceeding 40 hours per week, unless requested by the Contractor and approved by the COTR in advance. The Government Estimate of hours to be worked is not to exceed 1,920 hours for one year. Contract employee needs to be able to work a flexible schedule to accommodate deadlines; completion of material revisions, updates, edits, etc., with short turnaround times. In the event the FAA MMAC campus is closed due to adverse weather conditions or national emergencies the contractor may be permitted to work offsite. The contractor will not be required to work holidays or any other day designated by Federal statute, executive order, or presidential proclamation.

8.4 *Method of Payment*

The contractor will be paid in accordance with the terms and conditions set forth in the order.

EVALUATION CRITERIA AND INSTRUCTIONS FOR PROPOSAL SUBMISSION

INSTRUCTIONS:

PROPOSALS WILL BE EVALUATED FOR TECHNICAL ACCEPTABILITY IN ACCORDANCE WITH THE STATEMENT OF WORK (Pages 2 thru 6) AND THE STATED TECHNICAL EVALUATION CRITERIA (Pages 7 thru 9).

- Offerors are to submit both a Technical Proposal and a separate Price Proposal (Page 1) in response to this Request for Offer. No references shall be made to price in the Technical Proposal.
- Technical Proposal should be no more than **25 pages**.
- Technical Proposal should include a Table of Contents page that (at a minimum) include pages #s/paragraphs indicating where each Technical Evaluation Factor is addressed within your proposal.
- Proposals shall be submitted in electronic format to terry.wilson@faa.gov by **3:00 pm CST on May 05, 2011**.

TECHNICAL EVALUATION CRITERIA:

The Government intends to award a Purchase Order to the responsible offeror whose proposal is the Lowest Price Technically Acceptable Offer. The anticipated period of performance is 1 year from date of award.

The technical evaluation criteria set forth below have been developed by the program office and have been tailored to their requirements in this particular solicitation. The Offeror is informed that these criteria, (1) serve as the standard against which all proposals will be evaluated and (2) serve to identify the significant matters which the Offeror should specifically address in their proposals.

In order to be considered for award, the offer must be determined to be technically acceptable. The source selection strategy for this procurement is Lowest Price Technically Acceptable (LPTA). Criteria under the LPTA process are judged on a Acceptable/Unacceptable basis only. No other rating or qualitative value will be assigned. To be determined technically acceptable, all factors must be acceptable to obtain a pass rating for the technical proposal. Any technical proposal that does not receive acceptable assessment for all factors will receive a fail rating for the technical proposal. Proposals that are determined to be technically acceptable will be ranked from lowest to highest price. Award will be made to the lowest price, technically acceptable offeror, subject to a positive responsibility determination.

The contractor will provide a technical overview of their abilities to provide IT/E-Learning support services. The vendors must submit a technical proposal that demonstrates technical capability to validate current technical qualifications for the following Technical Factors (Page 8):

TECHNICAL EVALUATION FACTORS:

TECHNICAL FACTOR 1 – TECHNICAL CAPABILITY

CRITERIA: The offeror possesses the appropriate and necessary technical knowledge, skills and abilities as required in performance of the Statement of Work (SOW) Section C.6.0.

STANDARD: The standard is met when the offeror demonstrates a minimum of two (2) years experience in working with all the software outlined in C.6.2. The offeror must describe/document their experience and accomplishments represent proven ability to accomplish those tasks as outlined in SOW Sections C.3.0, Task 1 thru 13.

TECHNICAL FACTOR 2 - QUALIFICATIONS

CRITERIA: The offeror must meet the minimum education requirements and possess the expertise and experience in the subject matter as required in the SOW Section C.6.0.

STANDARD: The standard is met when the offeror submits a resume that provides evidence of meeting the required minimum education requirements of an Associate's Degree in the field of computer science, instructional design, and/or educational technology. Resume must include education, experience, background, accomplishments, and other pertinent information as detailed in the SOW C.6.0.

TECHNICAL FACTOR 3 – PAST PERFORMANCE

CRITERIA: The offeror must demonstrate satisfactory past performance

STANDARD: The standard is met when the references provided confirm that the offeror had at least 2 years experience in similar scope/complexity that was compliant with contract requirements and contract requirements were completed on time and within budget.

For purposes of the past performance evaluation, the references must include:

1. Name of contracting activity
2. Contract number
3. Total contract dollar value
4. Contract work (detailed description of scope)
5. Contracting Officer name, email and telephone number
6. Program Manager name, email and telephone number

The lowest price technically acceptable award decision will be made as described below:

(1) **Step One – Determine Technical Acceptability.** The technical evaluation provides an assessment of the offeror's capability to satisfy the Government's minimum requirements. The Government will evaluate all technical proposals received by the required date/time. Each technical evaluation factor will receive a rating of Acceptable or Unacceptable. If any technical factor is rated "unacceptable", the entire proposal is rendered technically unacceptable, and the proposal will be removed from the competitive range. The FAA reserves the right to award a contract based on initial offers received, without discussions or negotiations. For this reason, each initial offer should be submitted on the most favorable terms from the standpoint of technical and cost/price. Only proposals deemed technically acceptable, (either initially or as the result of discussions) will be considered for award. The rating are defined in the following paragraphs:

- (a) **Acceptable:** The proposal meets all the minimum mandatory requirements in the solicitation identified as technical evaluation factors. Only those proposals determined acceptable, either initially or as a result of discussions, will be considered to award. Once deemed acceptable, all technical capability proposals are considered to be equal.
- (b) **Unacceptable:** Fails to meet all the minimum mandatory requirements in the solicitation identified as technical evaluation factors. Proposals with an unacceptable rating will not be considered for award.

(2) **Step Two – Evaluate Price.** The offeror's price proposal will be evaluated, for award purposes, based upon the hourly rate provided for support services and multiplied by the estimated hours. The Cost/Price proposal will be reviewed for completeness and accuracy of the offeror's price calculation and price analysis will be conducted to determine realism, and reasonableness. Reasonableness will be based upon that overall evaluated price. Proposals (whether initial or revised submissions) which are unbalanced may indicate offeror's failure to understand contract requirements. If reasonableness of price is not determined through price competition, then the FAA may require the review of rationale and supporting data to establish the reasonableness of proposed price(s).

(3) **Step Three – Award Decision.** Proposals that are determined to be technically acceptable will be ranked from lowest to highest price. Award will be made to the lowest price, technically acceptable offeror, subject to a positive responsibility determination and conformance of the offeror's proposal to the terms and conditions of the solicitation.

CONTRACTOR IS TO FURNISH THE SERVICE DESCRIBED HEREIN UNDER THE TERMS AND CONDITIONS IN ACCORDANCE WITH AMS CLAUSES LISTED BELOW:

3.3.2-2 Reimbursement for Travel and Subsistence (April 2010)

a) Travel and subsistence are authorized for work performed under this contract. The contractor will be reimbursed for allocable, allowable and reasonable travel expenses only at the per diem rates specified in applicable Federal travel regulations and in accordance with FAA Acquisition Management System (AMS) contract cost principles for travel costs..

(b) The Contractor must conduct a cost analysis prior to the start of travel to determine the most cost effective means of travel. Alternate airports must be used where available and within a reasonable commuting distance, if it will result in lower costs.

(c) The Contractor must summarize the travel (date and place of the expenses, purpose of the trip, name of person(s) of trip and title or relationship to contractor) and submit the information in accordance with the invoicing procedures, page 25-26. The Contractor's travel expense report must be provided to the Contracting Officer at the same time the invoice is submitted for payment.

(d) Travel will be reimbursed in accordance with the above and the Contractor's provisional G&A rate applicable to the time the travel occurred.

3.2.2.3-20 Electronic Offers (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means of fax or email. Your offer must arrive at the place and by the time specified in the RFO.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to terry.wilson@faa.gov or fax number 405-954-9468.

(f) If you chose to sent your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

3.2.2.5-1 Terms and Conditions-Simplified Purchases (Services and Supplies) (January 2011)

(a) 3.1-1 Clauses and Provisions Incorporated by Reference (December 2005) This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-2 Organizational Conflicts of Interest (August 1997)
 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (February 2009)
 3.2.5-1 Officials Not to Benefit (April 1996)
 3.2.5-3 Gratuities or Gifts (January 1999)
 3.2.5-4 Contingent Fees (October 1996)
 3.2.5-5 Anti-Kickback Procedures (October 2010)
 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)
 3.3.1-1 Payments (April 1996)
 3.3.1-15 Assignment of Claims (April 1996)
 3.3.1-17 Prompt Payment (September 2009)
 3.3.1-33 Central Contractor Registration (January 2008)
 3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration (February 2009)
 3.3.2-1 FAA Cost Principles (October 1996)
 3.4.1-10 Insurance – Work on a Government Installation (November 2000)
 3.5-13 Rights in Data – General (January 2009)
 3.6.1-1 Notice of Total Small Business Set-Aside (January 2010)
 3.6.1-7 Limitations on Subcontracting (July 2008)
 3.6.2-8 Affirmative Action Compliance (April 1996)
 3.6.2-9 Equal Opportunity (August 1998)
 3.6.2-13 Affirmative Action for Workers With Disabilities (October 2010)
 3.6.2-38 Certification of Knowledge Regarding Child Labor End Products (July 2007)
 3.6.2-39 Trafficking in Persons (January 2008)
 3.6.3-16 Drug Free Workplace (February 2009)
 3.6.4-2 Buy American Act-Supplies (July 2010)
 3.6.4-10 Restrictions on Certain Foreign Purchases (January 2010)
 3.9.1.1-1 Contract Disputes (September 2009)
 3.9.1-2 Protest After Award (August 1997)
 3.9.1-3 Protest (November 2002)
 3.10.1-7 Bankruptcy (April 1996)
 3.10.1-25 Novation and Change-of-Name Agreements (October 2007)
 3.13-4 Contractor Identification Number-Data Universal Numbering (DUNS) Number (April 2006)
 3.13-5 Seat Belt Use by Contractor Employees (January 1999)
 3.13-13 Reducing Text Messaging While Driving (April 2010)(b)

The Contractor shall comply with the following additional AMS clauses, incorporated by reference, unless the circumstances do not apply:

3.1.7-6 Disclosure of Certain Employee Relationships (July 2009)
 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)
 3.3.1-24 Fast Payment Procedures (October 1996)
 3.6.2-2 Convict Labor (April 1996)
 3.6.2-3 Walsh-Healey Public Contracts Act Representation (January 1998)
 3.6.2-4 Walsh-Healey Public Contracts Act (April 1996)
 3.6.2-5 Certification of Nonsegregated Facilities (February 2009)
 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (April 2007)
 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (April 2007)
 3.6.2-28 Service Contract Act of 1965, as Amended (April 1996)
 3.6.2-31 Fair Labor Standards Act and Service Contract Act-Price Adjustment (April 1996)

(c) The Contractor shall comply with the following AMS provisions or clauses that the Contracting Officer has indicated as being incorporated by reference:

____ 3.6.3-13 Recycle Content and Environmentally Preferable Products (April 2009)
 ____ 3.6.3-20 IEEE 1680 Standard for the Environmental Assessment of Personal Computers (January

2011)

 3.6.3-20 Alternate I IEEE 1680 Standard for the Environmental Assessment of Personal Computers (January 2011)

 X 3.10-1-8 Suspension of Work (August 1998)

 X 3.10.1-9 Stop Work Order (October 1996)

 3.10.1-9 Stop Work Order, Alternate I (October 1996)

 X 3.10.1-10 Stop Work Order-Facilities (June 1999)

 X 3.10.1-11 Government Delay of Work (April 1996)

 X 3.10.1-12 Changes-Fixed Price (April 1996)

 3.10.1-12 Changes-Fixed Price, Alt I (April 1996)

 3.10.1-12 Changes-Fixed Price, Alt II (April 1996)

 3.10.1-12 Changes-Fixed Price, Alt III (April 1996)

 3.10.1-12 Changes-Fixed Price, Alt IV (April 1996)

 3.10.1-12 Changes-Fixed Price, Alt V (April 1996)

 3.10.1-13 Changes-Cost-Reimbursement (April 1996)

 3.10.1-13 Changes-Cost-Reimbursement, Alt I (April 1996)

 3.10.1-13 Changes-Cost-Reimbursement, Alt II (April 1996)

 3.10.1-13 Changes-Cost-Reimbursement, Alt III (April 1996)

 3.10.1-13 Changes-Cost-Reimbursement, Alt IV (April 1996)

 3.10.1-13 Changes-Cost-Reimbursement, Alt V (April 1996)

 X 3.10.6-1 Termination for Convenience of the Government (Fixed-Price) (October 1996)

 3.10.6-2 Termination for Convenience of the Government (Educational and Other Nonprofit Institutions) (October 1996)

 3.10.6-3 Termination (Cost-Reimbursement) (October 1996)

 3.10.6-3, Alt I Termination (Cost-Reimbursement) Alternate I (January 1998)

 3.10.6-3, Alt II Termination (Cost-Reimbursement) Alternate II (October 1996)

 3.10.6-3, Alt III Termination (Cost-Reimbursement) Alternate III (October 1996)

 3.10.6-3/alt4 Termination (Cost-Reimbursement) Alternate IV (October 1996)

 3.10.6-3/alt5 Termination (Cost-Reimbursement) Alternate V (October 1996)

 X 3.10.6-4 Default (Fixed Price Supply and Services) (October 1996)

 3.10.6-5 Default (Fixed-Price Research and Development) (October 1996)

 3.10.6-6 Default (Fixed Price Construction) (October 1996)

 X 3.10.6-7 Excusable Delays (October 1996)

(d) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

3.1.7-6 Disclosure of Certain Employee Relationships (July 2009)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

☐ A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

☐ No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed.

A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more

contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

3.8.2-22 Substitution or Addition Of Personnel (October 2006)

(1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.

(2) Substitution of Personnel.

(a) For the first 180 days of contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

(b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.

(3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least 30 days (if a security clearance must be obtained, at least 45 days) before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

3.10.1-22 Contracting Officer's Technical Representative (January 2008)

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

COTR(s) NAMES: See Contracting Officer's Technical Representative (COTR) Delegation Memorandum

3.6.2-41 Employment Eligibility Verification (September 2009)

(a) Definitions:

"Employee assigned to the contract" means an employee who was hired after November 6, 1986,

who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system ("E-Verify") at time of contract award, the Contractor shall--

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

- (i) All new employees.

(A) Enrolled 90 calendar days or more.

The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

- (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

- (i) Enrollment in the E-Verify program; or
- (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using

the contact information provided in the E-Verify program Memorandum of Understanding (MOU). (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official by the terminating agency.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than \$3,000 and includes work that is performed inside of the United States.

3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

3.14-2 Contractor Personnel Suitability Requirements (January 2011)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

Position(s): IT/E- Learning Specialists

Risk Level: 1

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information, referencing the contract number, to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

FAA Mike Monroney Aeronautical Center
Security Command Center, AMC-750
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This

notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The contractor must request a report from the VAP on at least a semiannual basis in order to reconcile discrepancies and then must notify the SSE of these discrepancies as soon as possible.

(i) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, to meet the requirements of paragraph (c) of this Clause.

(j) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

3.14-3 Foreign Nationals as Contractor Employees (April 2008)

(a) Each contractor or subcontractor employee under this contract having access to FAA facilities, sensitive information, or resources must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.

(b) Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:

- (1) Must have resided within the United States for three (3) of the last five (5) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9;
- (2) A risk or sensitivity level designation can be made for the position; and
- (3) The appropriate security-related background investigation/inquiry can be adequately conducted.

(c) Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.

3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (October 2010)

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days after termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$250.00 for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and [CO to insert name of local security division or staff and facility management office]. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the [CO to insert location] must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contractor is required to enter data for each employee into the Vendor Applicant Process (VAP) as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. From the information entered into the VAP, the SSE will determine whether final suitability can be granted due to the

existence of a previous investigation, or will initiate the contractor applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the SSE. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, a fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the [CO to insert name and location of the person who will process the document]. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting [CO to insert point of contact with phone number].

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

3.14-5 Sensitive Unclassified Information (SUI) (July 2008)

(a) Sensitive information must be restricted to specific contractors who:

- (1) Have a need "to know" to perform contract tasks;
- (2) Are authorized to receive the SUI;
- (3) Meet personnel suitability security requirements to access sensitive information; and
- (4) Successfully complete a Document Security Notice and SUI Request Form.

(b) The contractor must develop and implement procedures to ensure that sensitive information is handled in accordance with FAA requirements and at a minimum, must address:

- (1) Procedures for distributing, receiving, and retaining signed Document Security Notice and SUI Request Forms from each subsequent recipient of the SUI (to include subcontractors, suppliers, etc.);
- (2) Steps to minimize risk of access by unauthorized persons during business and non-business hours to include storage capability;
- (3) Procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;
- (4) Procedures for protecting against co-mingling of information with general contractor data system/files;
- (5) Procedures for marking documents with both the protective marking and the distribution limitation statement as needed;
- (6) Procedures for the reproduction of subject material;

- (7) Procedures for reporting unauthorized access; and
- (8) Procedures for the destruction and/or sanitization of such material.

(c) Federal Business Opportunities (FedBizOpps): Except for those items noted by the CO, SUI will be made available to offerors through FedBizOpps. FedBizOpps provides a secure environment for the distribution of SUI information to vendors.

(1) FedBizOpps can be found at www.fbo.gov.

(2) Vendors will utilize FedBizOpps to download SUI information (to include plans, specifications, equipment specifications, etc.), or the vendor will utilize the site to download a request form to send to the CO for SUI information unavailable in electronic formats.

(3) Before receiving access to the SUI information or forms, the offeror is required to electronically certify to SUI policy and standards in FedBizOpps.

(4) As FedBizOpps uses the Central Contractor Registration (CCR) for a portion of the vendor authentication process, offerors must be successfully register and designate a Marketing Partner Identification Number (MPIN) in CCR (www.ccr.gov) prior to seeking access to SUI through FedBizOpps.

(5) Instructions and guides on usage of FedBizOpps can be found at www.fbo.gov

ENVIRONMENTAL, SAFETY AND HEALTH (APRIL 2010)

CLA.0090

(a) The Contractor shall ensure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The contractor shall also ensure that all employees receive appropriate and required training for safety, health, environmental, and equipment operations. In fulfilling these requirements, the Contractor shall comply with:

(1) Applicable Federal, State, and local environmental and safety requirements. This includes, but is not limited to, requirements contained in the U.S. Code of Federal Regulations (e.g. 29 CFR, 42 CFR, and 40 CFR) and/or requirements issued by the Oklahoma Department of Environmental Quality and the Oklahoma Corporation Commission.

(2) Supplemental Federal and FAA environmental, safety and health requirements contained in Executive Orders, FAA, and Mike Monroney Aeronautical Center (MMAC) Environmental, Safety and Health Orders, or elsewhere in the contract. Other standards used by the FAA include those sponsored by the National Fire Protection Association (NFPA), the American National Standards Institute (ANSI), the American Society of Testing and Materials (ASTM), etc. This list of standards or laws is not inclusive.

(3) The MMAC Environmental Policy that states:

"The Mike Monroney Aeronautical Center is fully committed to the Administrator's Environmental Management Policy to achieve and maintain excellence and leadership in protecting the environment, and the health and safety of its employees and neighbors. In keeping with this commitment, we will accomplish our mission in a manner that will minimize environmental consequences. All organizations at the Aeronautical Center are responsible to ensure that environmental considerations are integrated into their daily activities and operations to:

- *Ensure compliance with all applicable environmental requirements*
- *Minimize pollution and waste*
- *Conserve natural resources and improve energy efficiency*
- *Continually improve environmental performance*

Aeronautical Center personnel shall be committed to this policy by providing products and services in a manner that demonstrates our good stewardship of the environment."

(4) The requirements of the MMAC Environmental Management System (EMS) are modeled after the specifications found in the International Standard for Environmental Management, ISO 14001 (2004). The MMAC EMS requires that all contractors that provide goods and services that can affect MMAC's environmental programs shall, prior to start of performance of work under this contract:

(i) Ensure that all employees supporting the contract work activities are:

- Aware of the MMAC Environmental Policy as set forth in paragraph (a)(3) above;

- Aware of and conform with the Operational Control documents referenced as attachments in Section J of this solicitation/contract;
- Competent to perform assigned job functions and maintain appropriate records of training or equivalent experience as identified in the above referenced Operational Control documents. Such records shall be made available to the CO or COTR upon request.

(ii) Ensure that employees requiring unescorted access to the site have received the MMAC Environmental Management System (EMS) General Awareness Briefing.

This training is available on-line at:

https://employees.faa.gov/org/centers/mmac/employee_services/saf/training/index.cfm?training=mandatory_training.

(iii) Complete and sign the "Certification of Contractor Conformance to the MMAC EMS" included in Section K of this solicitation/contract. Contractor's signature of this certification certifies that the contractor has verified that all MMAC EMS requirements have been or will be met and that work performed hereunder shall be in conformance with the MMAC EMS. Submission of this certification is a prerequisite for contract award.

(5) The MMAC Occupational Safety and Health (OSH) Policy which states:

"The FAA Mike Monroney Aeronautical Center is dedicated to excellence and leadership in protecting the environment and the safety and health of our employees and neighbors. It is our policy to ensure that employees, contractors, students, and visitors are provided with workplaces that are free from recognized hazards that may cause death, illness, or injury. In keeping with this commitment, we will implement, maintain, and continually improve our safety and health performance by utilizing a comprehensive Occupational Safety and Health Management System which:

- Ensures compliance with all applicable occupational safety and health requirements
- Identifies hazards, assesses risks, and implements controls
- Prevents injury and illness
- Establishes safety and health metrics

Aeronautical Center personnel demonstrate their commitment to this policy by providing products and services in a manner that ensures a safe and healthy work environment for employees, contractors, students and, visitors."

(6) The requirements of the MMAC Occupational Safety and Health System (OSHMS) are modeled after the specifications found in the Occupational Health and Safety Assessment Series, BS OHSAS 18001:2007. The MMAC OSHMS requires that all contractors that provide goods and services that can affect MMAC's occupational safety and health programs shall, prior to start of performance of work under this contract:

(i) Ensure that all employees supporting the contract work activities are:

- Aware of the MMAC Occupational Safety and Health Policy as set forth in paragraph (a)(5) above;
- Aware of and conform with the Operational Control documents referenced as attachments in Section J of this solicitation/contract;
- Competent to perform assigned job functions and maintain appropriate records of training or equivalent experience as identified in the above referenced operational control documents. Such records shall be made available to the CO or COTR upon request.

(ii) Ensure that contract employees requiring unescorted access to the site have received the MMAC Occupational Safety & Health Management System - 18001 – Awareness Briefing. This briefing/training is available on-line at:

https://employees.faa.gov/org/centers/mmac/employee_services/saf/training/index.cfm?training=mandatory_training

(iii) Complete and sign the "Certification of Contractor Conformance to the MMAC OSHMS" included in Section K of this solicitation/contract. Contractor's signature of this certification certifies that the contractor has verified that all MMAC OSHMS requirements have been or will be met and that work performed hereunder shall be in conformance with the MMAC OSHMS. Submission of this certification is a prerequisite for contract award.

(b) If the Contractor works more than 1000 employee-hours in one quarter on the MMAC Campus, the Contractor shall prepare and submit an annual report of injury and illness information regarding this workforce as specified in 29 CFR 1904. The report shall be submitted to the Contracting Officer **not later than November 30 of each year** and contain the following information (Note: the following references to fiscal year refer to the Governmental fiscal year, October 1 through September 30):

(1) The number of employee-hours worked during the preceding fiscal year;
(2) The number of OSHA recordable cases (defined as mishaps that result in fatalities, lost workdays, medical treatment, restricted workdays or a loss of consciousness) that occurred during the preceding fiscal year;

(3) The number of cases which resulted in days away and/or restricted/transferred duty that occurred during the preceding fiscal year.

(c) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.

(d) If the Contractor fails or refuses to promptly comply with any environmental, safety or health requirements stated in this Clause, the Contracting Officer's Technical Representative (COTR) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. All oral notices will be followed up with a written notice to the Contractor. If the Contractor fails or refuses to promptly correct the condition, the COTR may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the COTR. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COTR to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

(e) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment and corresponding training, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall comply with applicable industry standards.

(f) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause.

**Certification of Contractor Conformance to the MMAC Environmental Management System (EMS) and Occupational Safety and Health Management System (OSHMS) (April 2010)
CLA.4560**

By signature below the offeror certifies that the requirements of the Mike Monroney Aeronautical Center (MMAC) EMS/OSHMS have been met and that the work performed hereunder shall be in conformance with the MMAC EMS/OSHMS as required by Clause 0090, Environmental, Safety, and Health.

Authorized Representative: _____
Company Name: _____
Date: _____

INVOICING PROCEDURES (JAN 2002)

CLA.0135R

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

- (1) The original to:

FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913

- (2) Two copies to:

FAA, Mike Monroney Aeronautical Center
Transportation Safety Institute (RTI-70)
ATTN: Pam McCaskill
P.O. Box 25082
Oklahoma City, OK 73125

- (3) One copy to:

FAA, Mike Monroney Aeronautical Center
Contracting, AMQ-340
Attn: Gilbert Park
P.O. Box 25082
Oklahoma City, OK 73125

- (b) Each invoice shall highlight the following information:

(1) Contract number and applicable Delivery Order number.
(2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.

- (3) Extended totals for invoiced quantities.

(c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997)

CLA.3211

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

LIABILITY INSURANCE (JAN 1997)

CLA.3212

(a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and Oklahoma State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

(b) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

FAA Aeronautical Center
Contracting, AMQ-340
P. O. Box 25082
Oklahoma City, OK 73125

(e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

**SECTION 508 OF THE REHABILITATION ACT
OF 1973 CERTIFICATION (SEP 2001)**

CLA.4547

By signature on this offer, the contractor certifies that all electronic and information technology offered herein (both equipment and services) complies with the requirements of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d). For details of the Rehabilitation Act of 1973, see the information at <http://www.section508.gov>.

**EMERGENCY SITUATIONS AND EXERCISE DURING
CONTRACT PERFORMANCE (SEP 2001)**

CLA.4548

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

(c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then *announced at the time of an exercise*, contractor personnel will be excused from /evacuations.

(d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative or a designated FAA contact point at the work site.

**DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL
CENTER (MMAC) (JAN 2002)**

CLA.4550

(a) Security procedures at the MMAC require that all mail, materials, packages or parcels of any kind be delivered to a central screening point, for inspection by the FAA. This affects mail and other deliveries destined for all organizations located on MMAC property, including government organizations, contractors and permit holders. After passing security inspection, the mail or material may be handled and delivered by the FAA. FAA will make every reasonable effort to conduct inspections and handle items in a careful manner so as to avoid damage or delay.

(b) This inspection is for the benefit of the FAA only. The FAA makes no representation that any material passing inspection is without hazard, poses no threat, or that it conforms in form, fit, function or quantity to the expectations of the intended recipient.

(c) The FAA shall not be liable for any 1) loss, damage or shortage of any mail or materials, 2) injury, or 3) delay in performance resulting from such inspection and handling, unless liable under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(d) Any item destined for the contractor that fails to pass inspection remains the property of the contractor, who is responsible for its disposition and coordination with law enforcement agencies as necessary.

PREVENTION OF OTHER FORMS OF HARASSMENT (MAY 2002)

CLA.4551

(a) 'Harassment', as used in this clause, means any verbal, written, graphic, or physical form of harassment or other misconduct that creates or that may reasonably be expected to create an intimidating, hostile, or offensive work environment based on race, color, religion, gender, sexual orientation, national origin, age, or disability.

(b) It is FAA policy that harassment as defined in paragraph (a) above will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct.

(c) The Contractor agrees to support this policy in performing work under this contract, and that harassment in any form will not be tolerated in the FAA workplace.

(d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.

(e) The Contractor shall take whatever corrective action it deems necessary to promptly address harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.

(f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in harassment as defined in paragraph (a) above.

Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

NOTICE OF CONTRACTOR TESTIMONY (SEP 2006)

CLA.4555

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

PERSONNEL AND SUPERVISION (OCT 2006)

CLA.4556

The contractor shall designate sufficient supervisory personnel to meet task outcomes. Contract supervisors will provide day-to-day supervision of contract personnel including, but not limited to, work monitoring, payroll records, leave, etc. At no time will FAA personnel assume any responsibility for the supervision of contractor personnel. Government assistance will be available to provide technical and policy guidance through the assigned COTR.

**STRIKES OR PICKETING AFFECTING TIMELY COMPLETION
OF THE CONTRACT WORK (SEP 2006)**

CLA.4557

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.